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Subject

*LS-4094
322
1953*

OGC HAS REVIEWED.

ATTENTION : COA/DD/P
Office of General Counsel

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22 April 1953

Payment of Transportation Costs of Certain Books
and Lecture Notes of [REDACTED] from San
Francisco to Washington, D. C.

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REFERENCE: Memorandum from Chief, Division of Near East and
Africa to DD/A, subject: Storage and Transportation
Expenses to [REDACTED] dated 2 March 1953,
together with attendant papers, forwarded to OGC
from COA/DD/P by transmittal slip, dated 10 April 1953.

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1. The referenced memorandum indicates that [REDACTED] entered
on duty with the Agency, as a contract agent, at San Francisco on
29 November 1951. He served a period in training, TDY, in Washing-
ton, D. C., pending overseas assignment; was sent into the field,
TDY, on an exploratory trip; reverted to TDY, Washington; and was
later terminated on 29 August 1952. Prior to coming to Washington
in November 1951, he stored certain books and lecture notes in San
Francisco which he now needs as support for possible lecture jobs.

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2. In support of the claim presented by the Division on
[REDACTED] behalf, it is pointed out that although no provision
was made in his contract for the subject shipment,

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a. The Case Officer on project [REDACTED], acting
on the assumption by the Branch that [REDACTED] would
return to the field on PCS following an exploratory
trip to the field, informed him that the Agency would
ship the material to him and would pay the storage
and shipping charges; and

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b. At the time of notification of termination
[REDACTED] was informed that he and his family could
be returned to their point of origin (California)
at Government expense. This offer was refused by
[REDACTED] for stated personal reasons. In consequence,
it is pointed out, that [REDACTED] has an ethical ar-
gument in requesting payment inasmuch as the Agency
did not pay for his and his family's return passage
to San Francisco.

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3. Although no provision was made in the contract for the
return transportation, it is assumed for the purpose of discus-
sion in this paper that such a commitment could have been vali-
dated. It is also noted that although cost of storage of the

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goods in California is mentioned, the recommendation for approval made by the Division extends only to shipping costs and the tax thereon.

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4. With reference to the commitment made by the Case Officer that the goods would be shipped to [REDACTED] at Agency expense, continued employment of [REDACTED] by the Agency, was implicit. Upon termination of employment, all legal and moral obligations of the Agency arising out of the promise were terminated.

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5. As for the commuted benefit to the Agency arising from [REDACTED] failure to accept transportation back to San Francisco, it is equally invalid in support of a claim for transportation of goods at this date from San Francisco to Washington. Any right he may have had to transportation costs for these goods to his overseas post having terminated, it may not be substituted in place of another unrelated travel benefit that was refused.

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OGC/JGO:apf

Distribution:

- Orig - Addressee
- 5 - OGC
- 1 - Special Contracting Officer
- 1 - [REDACTED]

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